



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application to cancel a Notice to End Tenancy.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 26, 2013; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to cancel a Notice to End Tenancy.

### Background and Evidence

The applicant testified that:

- The landlord gave me a written letter stating that my tenancy was ending as of July 30, 2013, because he had signed a mutual agreement to end his tenancy with the owner of the building.
- The landlord has never given me a Notice to End Tenancy in the form required by the Residential Tenancy Act.
- He is therefore asking that the Notice to End Tenancy be canceled.

### Analysis

Pursuant to section 52(e) of the Residential Tenancy Residential Tenancy Act, a landlord's Notice to End Tenancy must be in the approved form. In this case the landlord did not use the approved form of the Notice to End Tenancy, and therefore the notice given by the landlord to the tenant is invalid.

### Conclusion

Therefore since the tenant has not been given a valid Notice to End Tenancy, there is nothing for me to cancel and this tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 29, 2013

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Residential Tenancy Branch

